his military offenses. United States *v.* Williford (C. C. A. 1915), 220 Fed. 291.

Enlistment differs from most other contracts in that it creates a status, United States *v.* Blakeney (1847), 44 Va. 405, which can not be destroyed by showing that the recruit was at the time he enlisted an alien, United States *v.* Codingham (1843), 40 Va. 615, or above the prescribed age. In re Grimley (1890), 137 U. S. 147. It was early settled that Congress may constitutionally authorize the enlistment of minors, United States *v.* Bainbridge (C. C. 1816), 1 Mason, 71, and, at common law, the status thus created so far suspends the parental control that the minor can not thereafter be released from the service either on his own or on his parents' application. United States *v.* Blakeney, supra; Commonwealth *v.* Gamble (Pa. 1824), 11 S. & R. 93. Now, however, § 1117, U. S. Rev. Stat. forbids the enlistment of minors without the written consent of parent or guardian. This renders the enlistment voidable, not at the option of the minor, but of his parent. In re Morrissey (1890), 137 U. S. 157. But since the minor is both de facto and de jure a soldier, he is answerable for his military offenses, and his parent is clearly not entitled to his release if he has been brought under the jurisdiction of a court martial. Dillingham *v.* Booker (C. C. A. 1908), 163 Fed. 696; In re Dowd (D. C. 1898), 90 Fed. 718. Even though the jurisdiction of the court martial has not attached until after the service of the writ of habeas corpus, the better view is, as held in the principal case, that the military authorities should be allowed to punish the minor for offenses against the military law before he will be returned to the custody of his parents. Ex parte Lewkowitz (C. C. 1908), 163 Fed. 646; see In re Dowd, supra; Ex parte Houghton (C. C. 1904), 129 Fed. 239; In re Carver (1900), 103 Fed. 624.—Columbia Law Review.

Labor Union; Picketing.—The stationing by a labor union, whose members are on strike because of differences with certain breweries regarding the terms of employment, of pickets in front of the premises of a saloon keeper to inform patrons of said saloon keeper that he sold nonunion beer, is not unlawful and will not be enjoined, where the proof shows that such picketing is entirely peaceful and has in it no element of intimidation of would-be patrons. Stoner *v.* Robert, XLIII Wash. Law. Rep. 437.

Automobile Theft Insurance.—One Hiter, plaintiff below, in Federal Ins. Co. *v.* Hiter, 176 Southwestern Reporter 210, insured an automobile under a policy providing, "also against loss or damage if amounting to $25 or more on any single occasion by theft, robbery, or pilferage by any person or persons other than those in the employment, service, or household of the insured." Yost, a discharged employee, borrowed the car of Hiter, but did not return